

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

ARMED FORCES BANK, N.A., AS SUCCESSOR)
BY MERGER TO BANK MIDWEST, N.A., et al.,)

Plaintiffs,)

v.)

JAMES GIANULIAS, et al.,)

Defendants.)

Case No. 4:11-CV-00974-DGK

ORDER OF PERMANENT INJUNCTION AND JUDGMENT

NOW ON THIS 5th day of November 2012, the Court takes up the parties' Joint Stipulation for Judgment. This matter was previously set for a damages hearing upon default of Defendants. Defendants have now acquired counsel who have entered their appearances herein, and who have joined in the Stipulation now before the Court.

In the context of declaratory and injunctive relief awarded within this Judgment, the Court notes that Defendants have made demands upon Plaintiffs, and asserted purported liens against Plaintiffs related to the following loans made by Plaintiff Armed Forces bank's predecessor in interest, Bank Midwest:

1. Arenal Road, Loan 2000207051,
2. Quail Ridge Communities, LLC, Loan 2000205419,
3. Benton Road, LLC, Loan 2000205759,
4. Silver Oaks 183, Loan 2000205214,
5. Indio Homes 130 L.P., Loan 2000205249.

The Plaintiffs claims herein are that such demands and assertions by Defendants were in breach of various legal duties of Defendants.

Under consideration of the pleadings, prior Orders, and the parties' Joint Stipulation for Judgment, the Court finds that it should be, and hereby is ORDERED, that Plaintiffs' remedies herein are as follows:

I. Judgment for money damages is awarded in favor of Plaintiffs and against Defendants in the total amount of \$75,000.00 inclusive of interest and costs.

II. Judgment for specific performance and injunctive relief is further awarded in favor of Plaintiffs and against Defendants. Defendants are permanently enjoined as follows:

A. Defendants shall not send any further letters or correspondence that makes claim against either Plaintiff Armed Forces Bank, N.A., French Valley Benton Road Return II, LLC, La Quinta Quail Ridge Return II, LLC, or any of their officers, directors, or shareholders, as to any claim arising out of the following Bank Midwest Loans:

1. Arenal Road, Loan 2000207051,
2. Quail Ridge Communities, LLC, Loan 2000205419,
3. Benton Road, LLC, Loan 2000205759,
4. Silver Oaks 183, Loan 2000205214,
5. Indio Homes 130 L.P., Loan 2000205249,

to any organization, including one that insures real property title.

B. Defendants shall not send any communication that makes claim for a lien or asserts a lien against any property or real property now owned by French Valley Benton Road Return II, LLC, La Quinta Quail Ridge Return II, LLC, or owned by any other entity or organization, where such property was previously a Pledged Asset or Mortgaged realty under the above described Loans.

C. Defendants shall not send any communication that makes claim for a lien or asserts a lien against any property, personal or real, owned by Plaintiff Armed Forces Bank, N.A., French Valley Benton Road Return II, LLC, La Quinta Quail Ridge Return II, LLC, or any of their officers, directors, or shareholders, as to any claim arising out of the above described Loans.

D. Defendants shall not make claim for any debt or lien to “agency, court, organization, or judicial forum”, as to any claim arising out of the above described Loans, including making any recording of any lien in any state or county recording office, any secretary of state’s office, and/or in any federal office.

III. Each party shall bear its own costs.

SO ORDERED, ADJUDGED AND DECREED.

November 5, 2012

Date

/s/ Greg Kays

GREG KAYS, JUDGE

UNITED STATES DISTRICT COURT